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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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NATIONAL UNION FIRE INSURANCE	:
COMPANY OF PITTSBURGH, PA,	: Docket No. 21 cv ____ ()
	:
Plaintiff,	:
	:
- <i>Against</i> -	:
	:
AMERICAN AIRLINES, INC.	:
	:
Defendant.	:
-----X	

COMPLAINT

The Plaintiff, National Union Fire Insurance Company of Pittsburgh, PA, by and through its attorneys Hill Rivkins LLP, as and for its complaint against the above-named defendant, alleges upon information and belief as follows:

PARTIES

1. At and during all times hereinafter mentioned, Plaintiff, National Union Fire Insurance Company of Pittsburgh, PA (“NUFIC”), was and now is a corporation organized and existing under Pennsylvania law with an office and principal place of business at 175 Water St, New York, NY 10038. Pursuant to a policy of insurance, NUFIC paid its insured for loss of and/or damage to the subject shipment and has become subrogated to the rights of its Insured, whatever those rights may be.

2. At and during all times hereinafter mentioned, Defendant American Airlines, Inc. (“AA”), was and now is a corporation organized and existing under Delaware law with an office and principal place of business at 4333 Amon Carter Blvd, Fort Worth, TX 76155 and was and now is engaged in business as common carriers of goods for hire

JURISDICTION

3. This Honorable Court has subject matter jurisdiction pursuant to 28 U.S.C. §1331 in that this claim arises out of the Convention for the Unification of Certain Rules for the International Carriage by Air.

THE CLAIM

4. In or about July 2019, there was delivered to defendant in good order and condition and suitable in every respect for the intended transportation a shipment of a 3D printing machine that defendant received, accepted and agreed to transport for certain consideration from the United States to Belgium pursuant air waybill 001-59990571.

5. Defendant failed to re-deliver the subject shipment in the same good order and condition as when it was received.

6. By reasons of the premises, defendant breached and violated its duties and obligations as a common carrier and bailee of the shipment and was otherwise at fault.

7. Plaintiff was the shipper, owner, consignee and/or insurer of the subject shipment and brings this action on its own behalf and on behalf of all parties who are or may become interested in the subject shipment, as their respective interests may ultimately appears, and plaintiff is entitled to maintain this action.

8. Plaintiff has performed all duties and obligations on its part to be performed.

9. By reason of the premises, Plaintiff has sustained damages as nearly as same can now be estimated, no part of which has been paid, although duly demanded, in the total amount of \$10,178.92, plus interest, costs and attorneys' fees.

WHEREFORE, Plaintiff prays:

1. That process in due form of law according to the practice of this Court may issue against the Defendants.

2. That a decree may be entered in favor of Plaintiff against Defendant in the amount of \$10,178.92, together with pre-judgment interest, costs and attorneys' fees.

3. Plaintiff further prays for such other, further and different relief as to this Court may deem just and proper in the premises.

Dated: New York, New York
July 6, 2021

HILL RIVKINS & HAYDEN LLP
Attorneys for Plaintiff

By: /s/ Charles M. Henderson, III

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